

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**CASE NO.: 24-cv-21809-WILLIAMS/GOODMAN**

GOORIN BROS., INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS, AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE  
A,

Defendants.

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**REPORT AND RECOMMENDATION ON PLAINTIFF'S  
MOTION FOR PRELIMINARY INJUNCTION**

This matter is before the Court on Plaintiff's Motion for Preliminary Injunction (the "Application"). [ECF No. 17]. United States District Court Judge Kathleen M. Williams referred the motion to me for hearing. [ECF No. 23].

Plaintiff Goorin Bros., Inc. moves for entry of a preliminary injunction against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule A hereto (collectively "Defendants")<sup>1</sup>, and an entry of an order restraining the financial accounts used by Defendants, pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a).

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<sup>1</sup> Schedule A, which is attached, identifies Defendants who are still parties to this case. Plaintiff does not seek a preliminary injunction order against dismissed Defendants.

For the following reasons, the Undersigned **RESPECTFULLY RECOMMENDS** that Plaintiff's Application be **GRANTED**.

**I. Factual Background**

Plaintiff Goorin Bros, Inc. is the owner of the following trademarks and copyright registrations (respectively, the "GOORIN BROS. Trademarks" and "GOORIN BROS. Copyrights"), which are valid and registered on the Principal Register of the United States Patent and Trademark Office and the Copyright Office.

A list of the GOORIN BROS. Trademarks is included in the below chart:

<b>U.S. TM Reg. No.</b>	<b>Trademark</b>	<b>Registration Date</b>
3,293,389	GOORIN	Sep. 18, 2007
3,293,390	GOORIN	Sep. 18, 2007
3,293,391	Castle Mark	Sep. 18, 2007
3,293,392	Castle Mark	Sep. 18, 2007
3,338,514	GOORIN	Nov. 20, 2007
3,338,516	Castle Mark	Nov. 20, 2007
3,825,020	GOORIN BROS.	Jul. 27, 2010
3,825,023	GOORIN BROS.	Jul. 27, 2010
3,825,024	GOORIN BROS.	Jul 27, 2010
5,479,732	Squirrel Mark	May 29, 2018
6,839,726	GOORIN BROS.	Sep. 6, 2022
6,866,607	Castle Mark	Oct. 4, 2022
6,866,608	GOORIN BROS.	Oct. 4, 2022
7,189,474	Castle Mark	Oct. 10, 2023

A list of the GOORIN BROS. Copyrights is included in the below chart:

<b>Copyright Reg. No.</b>	<b>Copyright</b>	<b>Registration Date</b>
VA 2-012-523	Rooster	Mar. 10, 2016
VA 2-012-524	Black Sheep	Mar. 10, 2016
VA 2-012-525	Cougar	Mar. 10, 2016
VA 2-012-657	Squirrel Master Animal Farm – a collection of Goorin hats with embroidered patches	Mar. 10, 2016

Copyright Reg. No.	Copyright	Registration Date
	depicting various animals along with a short phrase	
VA 2-012-660	Honeywell	Mar. 10, 2016
VA 2-012-663	Howler	Mar. 10, 2016
VA 2-012-716	Grizz	Mar. 10, 2016
VA 2-012-735	X the Owl	Mar. 10, 2016
VA 2-012-747	Donkey Ass	Mar. 10, 2016
VA 2-012-748	San Francisco	Mar. 10, 2016
VA 2-012-749	Life of Leisure	Mar. 10, 2016
VA 2-012-751	Beaver	Mar. 10, 2016
VA 2-186-472	Killer	Nov. 22, 2019
VA 2-186-476	Peacock	Nov. 26, 2019
VA 2-187-971	King Snake	Nov. 26, 2019
VA 2-191-408	Beaver	Apr. 5, 2019
VA 2-192-729	Foxy	Apr. 5, 2019
VA 2-192-730	Fever	Apr. 5, 2019
VA 2-192-732	Floater	Apr. 5, 2019
VA 2-192-745	Gorilla	Apr. 5, 2019
VA 2-192-752	Gallo	Apr. 5, 2019
VA 2-192-762	Peace	Apr. 5, 2019
VA 2-192-767	Toucan Do It	Apr. 5, 2019
VA 2-192-778	Elephant	Apr. 5, 2019
VA 2-192-792	Tuna	Apr. 5, 2019
VA 2-192-800	Wise Ass	Apr. 5, 2019
VA 2-192-815	Bull	Apr. 5, 2019
VA 2-192-820	Woody Wood	Apr. 5, 2019
VA 2-192-825	Pecker	Apr. 5, 2019
VA 2-192-832	Tiger	Apr. 5, 2019
VA 2-192-846	Freedom	Apr. 5, 2019
VA 2-192-850	Horny	Apr. 5, 2019
VA 2-192-852	Lone Wolf	Apr. 5, 2019
VA 2-192-855	Nuts	Apr. 5, 2019
VA 2-192-861	Cock	Apr. 5, 2019
VA 2-192-866	Black Sheep	Apr. 5, 2019
VA 2-193-876	R1366 Cock Gray Leather	Jan. 9, 2020
VA 2-237-003	R2147 Silver Tiger	Feb. 1, 2021

Copyright Reg. No.	Copyright	Registration Date
VA 2-237-012	R2074 Baboon	Dec. 16, 2020
VA 2-237-013	R2158 Bouncer	Dec. 16, 2020
VA 2-240-504	R2120 Lady Bug	Feb. 12, 2021
VA 2-240-506	R2156 Buffalo	Feb. 12, 2021
VA 2-240-508	R2168 Baked	Feb. 12, 2021
VA 2-240-509	R2203 Toro	Feb. 12, 2021
VA 2-240-511	R2150 Dark Stallion	Feb. 12, 2021
VA 2-240-514	R3010 Black Sheep	Feb. 12, 2021
VA 2-242-440	R3113 Blue Exotic Tiger	Mar. 16, 2021
VA 2-242-444	R3071 Spider	Mar. 16, 2021
VA 2-242-445	R3072 Viper	Mar. 16, 2021
VA 2-242-446	R3074 Moth	Mar. 16, 2021
VA 2-242-447	R3075 Crocodile	Mar. 16, 2021
VA 2-242-448	R3026 Curious Cat	Mar. 16, 2021
VA 2-242-449	R3023 Frisky Whisky	Mar. 16, 2021
VA 2-242-450	R3029 Bad Luck Cat	Mar. 16, 2021
VA 2-242-451	R3065 Frenchie	Mar. 16, 2021
VA 2-242-452	R3081 Koala	Mar. 16, 2021
VA 2-244-689	R2121 Beast Lion	Mar. 25, 2021
VA 2-244-690	R1336 Bear Lone Star	Mar. 25, 2021
VA 2-244-692	R2064 Bass	Mar. 25, 2021
VA 2-244-693	R1766 Owl Hooters	Mar. 25, 2021
VA 2-245-560	R1876 Donkey "Bad"	Mar. 25, 2021
VA 2-247-836	R2073 "Funky" Monkey	Jan. 22, 2021
VA 2-247-837	R2201 Alacran	Jan. 22, 2021
VA 2-247-838	R2199 "Champion" Horse	Jan. 22, 2021
VA 2-248-829	R2051 Fowl Duck	Apr. 2, 2021
VA 2-249-021	R1418 Sitting Butch Bulldog	Apr. 2, 2021
VA 2-249-022	R2157 Good Boy Dog	Apr. 9, 2021
VA 2-249-023	R2057 High Bird	Apr. 9, 2021
VA 2-249-026	R2132 Black Swan	Apr. 9, 2021
VA 2-249-829	R2213 Tucan	Apr. 21, 2021
VA 2-249-832	R3009 Fierce Leopard	Apr. 21, 2021
VA 2-249-835	R3018 Mammoth	Apr. 21, 2021
VA 2-249-836	R3054 Eagle	Apr. 21, 2021
VA 2-250-012	R2195 Player Possum	Apr. 30, 2021

Copyright Reg. No.	Copyright	Registration Date
VA 2-250-014	R2155 Moose Rack	Apr. 30, 2021
VA 2-250-016	R3008 Sassy Dog	Apr. 30, 2021
VA 2-250-018	R2166 Tough Rottweiler	Apr. 30, 2021
VA 2-250-019	R2185 Stinger Stingray	Apr. 30, 2021
VA 2-250-289	R1334 Lion	Apr. 21, 2021
VA 2-250-291	R2092 Wild Baby Tiger	Apr. 21, 2021
VA 2-250-292	R2181 Little Rooster	Apr. 21, 2021
VA 2-250-314	R2151 Dark Rooster	Apr. 21, 2021
VA 2-250-317	R1895 Happy Penguin	Apr. 21, 2021
VA 2-250-318	R2204 Pantera	Apr. 21, 2021
VA 2-250-365	R2184 Lion Red Border	Apr. 21, 2021
VA 2-250-367	R2153 Jack Ass	Apr. 21, 2021
VA 2-250-377	R2163 Pit bull	Apr. 21, 2021
VA 2-250-380	R3019 Sabertooth	Apr. 21, 2021
VA 2-250-694	R2211 Perico	Apr. 21, 2021
VA 2-250-695	R3001 Mama Bear	Apr. 21, 2021
VA 2-250-696	R2205 Jaguar	Apr. 21, 2021
VA 2-252-029	R2154 "Hunter" Coyote	Jan. 22, 2021
VA 2-252-031	R2003 Shark	Jan. 22, 2021
VA 2-252-032	R3108 "Exotic" Bird	Jan. 22, 2021
VA 2-252-034	R2178 "Flirt" Bird	Jan. 22, 2021
VA 2-252-042	R2212 Aguila	Jan. 22, 2021
VA 2-255-905	R2185 Stinger	Jun. 4, 2021
VA 2-255-906	R2164 Weiner	Jun. 4, 2021
VA 2-255-909	R2065 Trout	Jun. 4, 2021
VA 2-255-924	R1890 Black Bear	Apr. 2, 2021
VA 2-255-926	R1417 Billy Goat	Apr. 2, 2021
VA 2-255-929	Wise Ass Owl	Jun. 4, 2021
VA 2-255-931	GO-019538R Pig	Jun. 4, 2021
VA 2-255-933	R2148 Wise Owl	Jun. 4, 2021
VA 2-255-934	R1862 Pointer Dog	Jun. 4, 2021
VA 2-255-935	R2124 Weasel	Jun. 4, 2021
VA 2-255-937	R2006 Turkey	Jun. 4, 2021
VA 2-255-939	R2134 Warewolf	Jun. 4, 2021
VA 2-255-943	R2125 Vulture	Jun. 4, 2021
VA 2-255-984	R1938 Butch Bulldog	Apr. 2, 2021

Copyright Reg. No.	Copyright	Registration Date
VA 2-255-985	R1866 Cub Bear	Apr. 2, 2021
VA 2-255-986	R2052 Dark Horse	Apr. 2, 2021
VA 2-255-987	R1314 Bird	Jun. 4, 2021
VA 2-255-989	R2169 Chill Turtle	Apr. 2, 2021
VA 2-264-229	R1318 Bitch Dog	Jun. 4, 2021
VA 2-264-236	R1829 Rack Deer	Jun. 4, 2021
VA 2-264-537	R1761 Buck Fever Leaping	Apr. 09, 2021
VA 2-265-284	R1909 Snap Gator	Jun. 4, 2021
VA 2-265-312	R1317 Beaver	Jun. 4, 2021
VA 2-265-492	R1311 Cock Patch	Jun. 4, 2021
VA 2-265-493	R1316 Foxy	Jun. 4, 2021
VA 2-294-500	R3199 Snow Leopard BLK	Mar. 4, 2022
VA 2-294-518	R3194 Hard Buffalo WHI	Mar. 4, 2022
VA 2-294-526	R3192 Alpha Dog	Mar. 4, 2022

The Defendants, through the various Internet based e-commerce stores operating under the seller identities identified on Schedule A hereto (the “Seller IDs”), have advertised, promoted, offered for sale, or sold goods bearing and/or using what the Plaintiff has determined to be counterfeits, infringements, reproductions, or colorable imitations of the GOORIN BROS. Trademarks and GOORIN BROS. Copyrights. *See* Declaration of Chris Gibbins (“Gibbins Decl.”), ¶¶ 9-17.

The Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the GOORIN BROS. Trademarks or GOORIN BROS. Copyrights. *See* Gibbins Decl., ¶ 17.

The Plaintiff investigated the promotion and sale of counterfeit and infringing versions of the Plaintiff’s branded and copyright protected products by the Defendants.



See Gibbins Decl., ¶¶ 12-15. Plaintiff accessed each of the e-commerce stores operating under the Defendants' Seller IDs, initiated the ordering process for the purchase of a product from each of the Seller IDs bearing counterfeits of the GOORIN BROS. Trademarks and Copyrights at issue in this action, and completed a checkout page requesting each product to be shipped to an address in the Southern District of Florida. See *id.* The Plaintiff conducted a review and visually inspected the GOORIN BROS. branded and copyrighted items and the items for which orders were initiated by Plaintiff's third-party investigator via the Seller IDs, and it determined the products were non-genuine, unauthorized versions of the Plaintiff's products. See *id.*

## II. Legal Standard

In order to obtain a preliminary injunction, a party must demonstrate "(1) [there is] a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); see also *Levi Strauss & Co. v. Sunrise Int'l. Trading Inc.*, 51 F.3d 982, 985 (11th Cir. 1995) (applying the test to a preliminary injunction in a Lanham Act case).

## III. Conclusions of Law

The declarations Plaintiff submitted in support of its Application support the following conclusions of law:

A. Plaintiff has a strong probability of proving at trial that consumers are likely to be confused by Defendants' advertisement, promotion, sale, offer for sale, and/or distribution of goods bearing and/or using counterfeits, reproductions, or colorable imitations of Plaintiff's Trademarks and/or Copyrights, and that the products Defendants are selling and promoting for sale are copies of Plaintiff's respective products that bear and/or use copies of Plaintiff's respective Trademarks and/or Copyrights.

B. Because of the infringement of Plaintiff's Trademarks and Copyrights, Plaintiff is likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. The following specific facts, as set forth in Plaintiff's Complaint, Application, and accompanying declarations, demonstrate that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers before Defendants can be heard in opposition unless Plaintiff's request for relief is granted:

1. Defendants own or control e-commerce stores and commercial Internet websites operating under their respective seller identification names and domain names which advertise, promote, offer for sale, and sell products bearing and/or using counterfeit and infringing trademarks and copyrights in violation of Plaintiff's respective rights;

2. There is good cause to believe that more counterfeit and infringing products bearing and/or using Plaintiff's trademarks and copyrights will appear in the marketplace; that consumers are likely to be misled, confused, and/or disappointed by



the quality of these products; and that Plaintiff may suffer loss of sales for its genuine products; and

C. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a preliminary injunction is issued is far outweighed by the potential harm to Plaintiff, its reputation, and its goodwill as manufacturers and distributors of quality products if such relief is not issued.

D. The public interest favors issuance of the preliminary injunction to protect Plaintiff's trademark and copyright interests and protects the public from being defrauded by the palming off of counterfeit goods as Plaintiff's genuine goods.

E. Under 15 U.S.C. § 1117(a), Plaintiff may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods bearing and/or using counterfeits and infringements of Plaintiff's Trademarks and Copyrights. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Prods. Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) ("An accounting of profits under § 1117(a) is not synonymous with an award of monetary damages: '[a]n accounting for profits . . . is an equitable remedy subject to the principles of equity.'")).

F. Requesting equitable relief "invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief." *Levi Strauss & Co.*, 51 F.3d at 987 (11th Cir. 1995) (*citing*

*Federal Trade Commission v. United States Oil & Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).

G. In light of the inherently deceptive nature of the counterfeiting business, and the likelihood that Defendants have violated federal trademark and copyright laws, Plaintiff has good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

Upon review of Plaintiff's Complaint, Application, and supporting evidentiary submissions, the Undersigned **RESPECTFULLY RECOMMENDS** that Plaintiff's Application be **GRANTED**, according to the terms set forth below:

#### **PRELIMINARY INJUNCTION**

1. Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order, are hereby temporarily restrained as follows:

a. Using Plaintiff's GOORIN BROS. Trademarks and/or GOORIN BROS. Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine GOORIN BROS. product or not authorized by Plaintiff to be sold in connection with Plaintiff's GOORIN BROS. Trademarks and/or GOORIN BROS. Copyrights;

b. Passing off, inducing, or enabling others to sell or pass off any product

as a genuine GOORIN BROS. product, or any other product produced by Plaintiff, that is not Plaintiff's product or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Plaintiff's GOORIN BROS. Trademarks and/or GOORIN BROS. Copyrights;

c. Committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

d. Further infringing the Plaintiff's GOORIN BROS. Trademarks, GOORIN BROS. Copyrights and/or damaging Plaintiff's goodwill;

e. Otherwise competing unfairly with Plaintiff in any manner;

f. Shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's GOORIN BROS. Trademarks and/or GOORIN BROS. Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof;

g. Using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit products bearing, using, or

infringing on the GOORIN BROS. Trademarks and/or GOORIN BROS. Copyrights; and

h. Operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing, using, or infringing on Plaintiff's GOORIN BROS. Trademarks, GOORIN BROS. Copyrights and/or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine GOORIN BROS. product or not authorized by Plaintiff to be sold in connection with Plaintiff's GOORIN BROS. Trademarks and/or GOORIN BROS. Copyrights.

2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including all PayPal, Inc. ("PayPal"), Alipay, Wish, Walmart, Joom, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, DHgate, eBay, Payoneer, Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong"), Coinbase Global, Inc. ("Coinbase"), LianLian Global t/as LL Pay U.S., LLC ("LianLian"), AllPay Limited ("AllPay"), Union Mobile Financial Technology Co., Ltd ("Union Mobile"), World First UK Ltd. ("World First"), Paxful, Inc. ("Paxful"), Shopify, Inc. ("Shopify"), Stripe, Inc. ("Stripe"), OFX Group ("OFX"), Sellers Funding Corp ("SellersFund"), their financial accounts, including by way of example all Amazon, PayPal, Payoneer, LianLian, AllPay, PingPong, Coinbase, Union Mobile, and eBay accounts, and (d)

the steps taken by each Defendant to comply with paragraph 1, a through h, above.

3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Those with actual notice of this Order, including any online marketplaces such as the Online Marketplaces, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing, and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the GOORIN BROS. Trademarks, including any accounts associated with the Defendants listed on the Schedule A to the [Proposed] Preliminary Injunction Order;

b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the GOORIN BROS. Trademarks; and

c. take all steps necessary to prevent links to the Defendant Domain

Names identified on the Schedule A to the Preliminary Injunction Order from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.

5. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the Defendant Domain Names or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as the Online Marketplace Platforms, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including PayPal, Alipay, Wish, WalMart, Joom, Alibaba, Ant Financial, Amazon Pay, DHgate, eBay, Payoneer, PingPong, Coinbase, LianLian, AllPay, Union Mobile, World First, Paxful, Shopify, Stripe, OFX, SellersFund, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited discovery—based on the identifying information provided by Plaintiff's counsel including but not limited to, account IDs, legal names, and associated email addresses— including copies of all documents and records in such person's or entity's possession or control relating to:

a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with

them, including all known contact information;

b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Defendant Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace accounts and Defendant Domain Names;

c. Defendants' websites and/or any Online Marketplace Accounts;

d. the Defendant Domain Names or any domain name registered by Defendants; and

e. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, without limitation, PayPal, Alipay, Wish, WalMart, Joom, Alibaba, Ant Financial, Amazon Pay, DHgate, eBay, Payoneer, PingPong, Coinbase, LianLian, AllPay, Union Mobile, World First, Paxful, Shopify, Stripe, OFX, SellersFund or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from



transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. Western Union shall, within five (5) business days of receipt of this Order, block any Western Union money transfers and funds from being received by Defendants until further ordered by this Court.

8. The Marketplace Platforms shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:

a. locate all accounts and funds connected and/or related to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Amazon, PayPal, Payoneer, LianLian, AllPay, PingPong, Coinbase, Union Mobile, and eBay accounts connected and/or related to the information listed in Schedule A to the Complaint; and

b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

9. The Financial Institutions, any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within five (5) business days of receipt of this Order:

a. locate all accounts and funds connected and/or related to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not

limited to, any accounts connected and/or related to the information listed in Schedule A to this Order; and

b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

10. Plaintiff may provide notice of these proceedings to Defendants by electronically publishing a link to the Complaint, this Order and other relevant documents on a website or by sending an e-mail to all e-mail addresses identified by Plaintiff and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

12. The five-thousand dollar (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.<sup>2</sup>

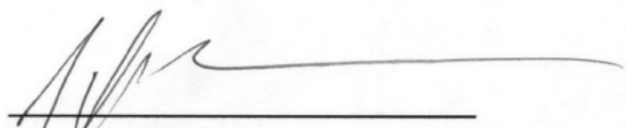
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<sup>2</sup> Pursuant to the Temporary Restraining Order [DE 18] entered on June 18, 2024, the bond posted by Plaintiff encompasses damages to which Defendants may be entitled for

#### IV. Objections

The parties will have one<sup>3</sup> day from the date of being served with a copy of this Report and Recommendations within which to file written objections, if any, with the District Judge. Each party may file a response to the other party's objection within one day of the objection. Failure to file objections timely shall bar the parties from a de novo determination by the District Judge of an issue covered in the Report and shall bar the parties from attacking on appeal unobjected-to factual and legal conclusions contained in the Report except upon grounds of plain error if necessary in the interests of justice. *See* 29 U.S.C. § 636(b)(1); *Thomas v. Arn*, 474 U.S. 140, 149 (1985); *Henley v. Johnson*, 885 F.2d 790, 794 (11th Cir. 1989); 11th Cir. R. 3-1 (2016).

**RESPECTFULLY RECOMMENDED** in Chambers, in Miami, Florida, on July 15, 2024.

  
Jonathan Goodman  
UNITED STATES MAGISTRATE JUDGE

#### Copies provided to:

The Honorable Kathleen M. Williams

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wrongful injunction or restraint, during the pendency of this action, or until further Order of the Court.

<sup>3</sup> The Undersigned shortened the deadline because no Defendant or Defense Counsel authorized to practice in the Southern District of Florida appeared at today's Zoom hearing. *See* [ECF No. 36]. In addition, the time sensitive nature of the Application militates in favor of a significantly shortened deadline.

Counsel of Record

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**CASE NO.: 24-cv-21809-WILLIAMS/GOODMAN**

GOORIN BROS., INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED  
LIABILITY COMPANIES, PARTNERSHIPS, AND  
UNINCORPORATED ASSOCIATIONS IDENTIFIED  
ON SCHEDULE A,

Defendants.

**SCHEDULE A**

<b>DOE No.</b>	<b>Seller name</b>	<b>Seller URL</b>
1	ACHIFSJOVT	<a href="https://www.amazon.com/sp?seller=A1HETQI9IYKMJ2">https://www.amazon.com/sp?seller=A1HETQI9IYKMJ2</a>
2	Akultmsny Co. Ltd	<a href="https://www.amazon.com/sp?seller=A3VI9DUDCQHMEG">https://www.amazon.com/sp?seller=A3VI9DUDCQHMEG</a>
3	amuzz	<a href="https://www.amazon.com/sp?seller=A2LVXKBJSQ7TZ6">https://www.amazon.com/sp?seller=A2LVXKBJSQ7TZ6</a>
4	Clover L4	<a href="https://www.amazon.com/sp?seller=A1H5K7MWP7NC1U">https://www.amazon.com/sp?seller=A1H5K7MWP7NC1U</a>
5	Custom Store Trading	<a href="https://www.amazon.com/sp?seller=A1V3NJKY5OSC8H">https://www.amazon.com/sp?seller=A1V3NJKY5OSC8H</a>
6	danzhouzhangtiantianmaoyiyoux iangongsi	<a href="https://www.amazon.com/sp?seller=A3TZY14C6HNSKZ">https://www.amazon.com/sp?seller=A3TZY14C6HNSKZ</a>
7	HUFANG	<a href="https://www.amazon.com/sp?seller=A17WVP6F97Z2QI">https://www.amazon.com/sp?seller=A17WVP6F97Z2QI</a>
8	INA WORLD	<a href="https://www.amazon.com/sp?seller=A2QRQUU8QTK0FG">https://www.amazon.com/sp?seller=A2QRQUU8QTK0FG</a>
9	Internet Originals, LLC	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AQKKPIP8H7B42">https://www.amazon.com/sp?ie=UTF8&amp;seller=AQKKPIP8H7B42</a>
10	Liywen	<a href="https://www.amazon.com/sp?seller=ABWOFMNDQIHS7">https://www.amazon.com/sp?seller=ABWOFMNDQIHS7</a>
11	MUHAMMET EMIN TASDEMIR	<a href="https://www.amazon.com/sp?seller=AO1Y5VV5Y6JCJ">https://www.amazon.com/sp?seller=AO1Y5VV5Y6JCJ</a>
12	OMER FARUK TATLI	<a href="https://www.amazon.com/sp?seller=A1H3K0NXM3QD9N">https://www.amazon.com/sp?seller=A1H3K0NXM3QD9N</a>
13	QianShuiShangMao	<a href="https://www.amazon.com/sp?seller=A2CXMALYXP6XP3">https://www.amazon.com/sp?seller=A2CXMALYXP6XP3</a>

14	SOYDAN Shop	<a href="https://www.amazon.com/sp?seller=A35EMWEM9RD26F">https://www.amazon.com/sp?seller=A35EMWEM9RD26F</a>
15	Speedy Pros	<a href="https://www.amazon.com/sp?seller=A21BWU6VHJI8PH">https://www.amazon.com/sp?seller=A21BWU6VHJI8PH</a>
16	YAVAM	<a href="https://www.amazon.com/sp?seller=A35DVMMC N1DOHD">https://www.amazon.com/sp?seller=A35DVMMC N1DOHD</a>
17	YujieShun store	<a href="https://www.amazon.com/sp?seller=A2GV5N4ZI3U13U">https://www.amazon.com/sp?seller=A2GV5N4ZI3U13U</a>
18	zhangzandixiaoshangdian	<a href="https://www.amazon.com/sp?seller=A31RC4SYC35IKS">https://www.amazon.com/sp?seller=A31RC4SYC35IKS</a>
19	a222222222	<a href="https://www.dhgate.com/store/about-us/21902937.html">https://www.dhgate.com/store/about-us/21902937.html</a>
20	a8557547	<a href="https://www.dhgate.com/store/about-us/21875647.html">https://www.dhgate.com/store/about-us/21875647.html</a>
21	abc911	<a href="https://www.dhgate.com/store/about-us/21927045.html">https://www.dhgate.com/store/about-us/21927045.html</a>
22	ae0c	<a href="https://www.dhgate.com/store/about-us/21818445.html">https://www.dhgate.com/store/about-us/21818445.html</a>
23	aiai99	<a href="https://www.dhgate.com/store/about-us/21829330.html">https://www.dhgate.com/store/about-us/21829330.html</a>
24	aigood	<a href="https://www.dhgate.com/store/about-us/20731439.html">https://www.dhgate.com/store/about-us/20731439.html</a>
25	aiyueele09	<a href="https://www.dhgate.com/store/about-us/21750228.html">https://www.dhgate.com/store/about-us/21750228.html</a>
26	aiyueele10	<a href="https://www.dhgate.com/store/about-us/21750230.html">https://www.dhgate.com/store/about-us/21750230.html</a>
27	ancient88	<a href="https://www.dhgate.com/store/about-us/21027457.html">https://www.dhgate.com/store/about-us/21027457.html</a>
28	aqzn	<a href="https://www.dhgate.com/store/about-us/21800782.html">https://www.dhgate.com/store/about-us/21800782.html</a>

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29	b3nj	<a href="https://www.dhgate.com/store/about-us/21800573.html">https://www.dhgate.com/store/about-us/21800573.html</a>
30	bagbags793	<a href="https://www.dhgate.com/store/about-us/21858890.html">https://www.dhgate.com/store/about-us/21858890.html</a>
31	bdeluxury	<a href="https://www.dhgate.com/store/about-us/21838279.html">https://www.dhgate.com/store/about-us/21838279.html</a>
32	beblanche	<a href="https://www.dhgate.com/store/about-us/21635142.html">https://www.dhgate.com/store/about-us/21635142.html</a>
33	beijing003	<a href="https://www.dhgate.com/store/about-us/21930255.html">https://www.dhgate.com/store/about-us/21930255.html</a>
34	beqx	<a href="https://www.dhgate.com/store/about-us/21818343.html">https://www.dhgate.com/store/about-us/21818343.html</a>
35	bingsellerpd	<a href="https://www.dhgate.com/store/about-us/21889512.html">https://www.dhgate.com/store/about-us/21889512.html</a>
36	bmiv	<a href="https://www.dhgate.com/store/about-us/21819219.html">https://www.dhgate.com/store/about-us/21819219.html</a>
37	bossbaba	<a href="https://www.dhgate.com/store/about-us/21169864.html">https://www.dhgate.com/store/about-us/21169864.html</a>
38	boutique6868	<a href="https://www.dhgate.com/store/about-us/21910724.html">https://www.dhgate.com/store/about-us/21910724.html</a>
39	brand6789	<a href="https://www.dhgate.com/store/about-us/21908413.html">https://www.dhgate.com/store/about-us/21908413.html</a>
40	brfn	<a href="https://www.dhgate.com/store/about-us/21818581.html">https://www.dhgate.com/store/about-us/21818581.html</a>

41	brother110	<a href="https://www.dhgate.com/store/about-us/21918977.html">https://www.dhgate.com/store/about-us/21918977.html</a>
42	bsmne6197xj	<a href="https://www.dhgate.com/store/about-us/21749504.html">https://www.dhgate.com/store/about-us/21749504.html</a>
43	bszx	<a href="https://www.dhgate.com/store/about-us/21800616.html">https://www.dhgate.com/store/about-us/21800616.html</a>
44	burberry_hat2	<a href="https://www.dhgate.com/store/about-us/21895582.html">https://www.dhgate.com/store/about-us/21895582.html</a>
45	bv17	<a href="https://www.dhgate.com/store/about-us/21819096.html">https://www.dhgate.com/store/about-us/21819096.html</a>
46	bvkdx	<a href="https://www.dhgate.com/store/about-us/21866388.html">https://www.dhgate.com/store/about-us/21866388.html</a>
47	c50i	<a href="https://www.dhgate.com/store/about-us/21800520.html">https://www.dhgate.com/store/about-us/21800520.html</a>
48	c6kd	<a href="https://www.dhgate.com/store/about-us/21800799.html">https://www.dhgate.com/store/about-us/21800799.html</a>
49	c8bs	<a href="https://www.dhgate.com/store/about-us/21818586.html">https://www.dhgate.com/store/about-us/21818586.html</a>
50	ccur	<a href="https://www.dhgate.com/store/about-us/21800886.html">https://www.dhgate.com/store/about-us/21800886.html</a>
51	cdjz	<a href="https://www.dhgate.com/store/about-us/21819571.html">https://www.dhgate.com/store/about-us/21819571.html</a>
52	cdwc	<a href="https://www.dhgate.com/store/about-us/21800576.html">https://www.dhgate.com/store/about-us/21800576.html</a>
53	chentao2	<a href="https://www.dhgate.com/store/about-us/21929129.html">https://www.dhgate.com/store/about-us/21929129.html</a>
54	chenyu2	<a href="https://www.dhgate.com/store/about-us/21677490.html">https://www.dhgate.com/store/about-us/21677490.html</a>
55	China Dvd Vapes	<a href="https://www.dhgate.com/store/about-us/13915322.html">https://www.dhgate.com/store/about-us/13915322.html</a>
56	cjrj	<a href="https://www.dhgate.com/store/about-us/21818631.html">https://www.dhgate.com/store/about-us/21818631.html</a>
57	cmcvl	<a href="https://www.dhgate.com/store/about-us/21866371.html">https://www.dhgate.com/store/about-us/21866371.html</a>
58	cmlk	<a href="https://www.dhgate.com/store/about-us/21818340.html">https://www.dhgate.com/store/about-us/21818340.html</a>
59	cnef	<a href="https://www.dhgate.com/store/about-us/21819579.html">https://www.dhgate.com/store/about-us/21819579.html</a>
60	cr6a	<a href="https://www.dhgate.com/store/about-us/21818732.html">https://www.dhgate.com/store/about-us/21818732.html</a>
61	cupwater	<a href="https://www.dhgate.com/store/about-us/21060567.html">https://www.dhgate.com/store/about-us/21060567.html</a>
62	d1ej	<a href="https://www.dhgate.com/store/about-us/21819747.html">https://www.dhgate.com/store/about-us/21819747.html</a>
63	d6up	<a href="https://www.dhgate.com/store/about-us/21800813.html">https://www.dhgate.com/store/about-us/21800813.html</a>
64	debf	<a href="https://www.dhgate.com/store/about-us/21800701.html">https://www.dhgate.com/store/about-us/21800701.html</a>
65	designershats	<a href="https://www.dhgate.com/store/about-us/21863160.html">https://www.dhgate.com/store/about-us/21863160.html</a>
66	detu	<a href="https://www.dhgate.com/store/about-us/21819066.html">https://www.dhgate.com/store/about-us/21819066.html</a>
67	dhgateleisure	<a href="https://www.dhgate.com/store/about-us/21908176.html">https://www.dhgate.com/store/about-us/21908176.html</a>
68	dhgatesale4	<a href="https://www.dhgate.com/store/about-us/21919035.html">https://www.dhgate.com/store/about-us/21919035.html</a>



69	albert123123	<a href="https://www.ebay.com/usr/albert123123">https://www.ebay.com/usr/albert123123</a>
70	ananna0508	<a href="https://www.ebay.com/usr/ananna0508">https://www.ebay.com/usr/ananna0508</a>
71	chenleidedianpu	<a href="https://www.ebay.com/usr/chenleidedianpu">https://www.ebay.com/usr/chenleidedianpu</a>
72	chenlei-us	<a href="https://www.ebay.com/usr/chenlei-us">https://www.ebay.com/usr/chenlei-us</a>
73	chenssad	<a href="https://www.ebay.com/usr/chenssad">https://www.ebay.com/usr/chenssad</a>
74	chenwei7	<a href="https://www.ebay.com/usr/chenwei7">https://www.ebay.com/usr/chenwei7</a>
75	dengbing_sp	<a href="https://www.ebay.com/usr/dengbing_sp">https://www.ebay.com/usr/dengbing_sp</a>
76	dingyantao	<a href="https://www.ebay.com/usr/dingyantao">https://www.ebay.com/usr/dingyantao</a>

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77	dixyshop	<a href="https://www.ebay.com/usr/dixyshop">https://www.ebay.com/usr/dixyshop</a>
78	endexinsuzi	<a href="https://www.ebay.com/usr/endexinsuzi">https://www.ebay.com/usr/endexinsuzi</a>
79	ez-lily	<a href="https://www.ebay.com/usr/ez-lily">https://www.ebay.com/usr/ez-lily</a>
80	fsdsvrt	<a href="https://www.ebay.com/usr/fsdsvrt">https://www.ebay.com/usr/fsdsvrt</a>
81	hanbha17	<a href="https://www.ebay.com/usr/hanbha17">https://www.ebay.com/usr/hanbha17</a>
82	hejiahui26524	<a href="https://www.ebay.com/str/starclothingstore">https://www.ebay.com/str/starclothingstore</a>
83	heweisheng031	<a href="https://www.ebay.com/usr/heweisheng031">https://www.ebay.com/usr/heweisheng031</a>
84	hong7412	<a href="https://www.ebay.com/str/hong7412">https://www.ebay.com/str/hong7412</a>
85	hot_water9	<a href="https://www.ebay.com/usr/hot_water9">https://www.ebay.com/usr/hot_water9</a>
86	ingunya	<a href="https://www.ebay.com/usr/ingunya">https://www.ebay.com/usr/ingunya</a>
87	ix9659	<a href="https://www.ebay.com/usr/ix9659">https://www.ebay.com/usr/ix9659</a>
88	julong-01	<a href="https://www.ebay.com/str/wawa">https://www.ebay.com/str/wawa</a>
89	kenwa6198	<a href="https://www.ebay.com/usr/kenwa6198">https://www.ebay.com/usr/kenwa6198</a>
90	liuwenzhe2587	<a href="https://www.ebay.com/usr/liuwenzhe2587">https://www.ebay.com/usr/liuwenzhe2587</a>
91	liuxiaoboqq	<a href="https://www.ebay.com/usr/liuxiaoboqq">https://www.ebay.com/usr/liuxiaoboqq</a>
93	myshop111	<a href="https://www.ebay.com/usr/myshop111">https://www.ebay.com/usr/myshop111</a>
94	nango70	<a href="https://www.ebay.com/usr/nango70">https://www.ebay.com/usr/nango70</a>
95	nice-gift_store	<a href="https://www.ebay.com/usr/nice-gift_store">https://www.ebay.com/usr/nice-gift_store</a>
96	nisama_36	<a href="https://www.ebay.com/usr/nisama_36">https://www.ebay.com/usr/nisama_36</a>
97	nnup1-64	<a href="https://www.ebay.com/usr/nnup1-64">https://www.ebay.com/usr/nnup1-64</a>
98	nxke1002	<a href="https://www.ebay.com/usr/nxke1002">https://www.ebay.com/usr/nxke1002</a>
99	olzrj705	<a href="https://www.ebay.com/usr/olzrj705">https://www.ebay.com/usr/olzrj705</a>
101	shanxipinleiwangla0	<a href="https://www.ebay.com/usr/shanxipinleiwangla0">https://www.ebay.com/usr/shanxipinleiwangla0</a>
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103	tangyongjian_sp	<a href="https://www.ebay.com/usr/tangyongjian_sp">https://www.ebay.com/usr/tangyongjian_sp</a>
104	ucni-66	<a href="https://www.ebay.com/usr/ucni-66">https://www.ebay.com/usr/ucni-66</a>
105	xuewen8665	<a href="https://www.ebay.com/usr/xuewen8665">https://www.ebay.com/usr/xuewen8665</a>
106	yitongst99	<a href="https://www.ebay.com/usr/yitongst99">https://www.ebay.com/usr/yitongst99</a>
107	zee_shark	<a href="https://www.ebay.com/usr/zee_shark">https://www.ebay.com/usr/zee_shark</a>
108	globalsources.com	<a href="http://www.globalsources.com">www.globalsources.com</a>
117	All Birds clothing accessories	<a href="https://www temu.com/all-birds-clothing-accessories-m-187271065133.html">https://www temu.com/all-birds-clothing-accessories-m-187271065133.html</a>
118	ATHACER	<a href="https://www temu.com/-m-44349050467.html">https://www temu.com/-m-44349050467.html</a>
119	Hatshow	<a href="https://www temu.com/hatshow-m-5911458241058.html">https://www temu.com/hatshow-m-5911458241058.html</a>
120	I like skirt	<a href="https://www temu.com/i-like-skirt-m-253900947901.html">https://www temu.com/i-like-skirt-m-253900947901.html</a>

121	LINGHONG FASHION	<a href="https://www temu.com/linghong-fashion-m-316624699136.html">https://www temu.com/linghong-fashion-m-316624699136.html</a>
122	Weixin Hat Life	<a href="https://www temu.com/weixin-hat-life-m-246981860426.html">https://www temu.com/weixin-hat-life-m-246981860426.html</a>
123	BISHOP	<a href="https://www.walmart.com/seller/101281286">https://www.walmart.com/seller/101281286</a>
124	hefeininnaoshangmao	<a href="https://www.walmart.com/seller/101619451">https://www.walmart.com/seller/101619451</a>
125	jiuhe188	<a href="https://www.walmart.com/seller/101663795">https://www.walmart.com/seller/101663795</a>
126	longlong88	<a href="https://www.walmart.com/seller/101640051">https://www.walmart.com/seller/101640051</a>
127	TaiYuanLiPaTiXinXiKeJi	<a href="https://www.walmart.com/seller/101622000">https://www.walmart.com/seller/101622000</a>
128	WuHanShiXiongAnHan	<a href="https://www.walmart.com/seller/101610957">https://www.walmart.com/seller/101610957</a>
129	xiaolong888	<a href="https://www.walmart.com/seller/101617584">https://www.walmart.com/seller/101617584</a>
130	YanTaiLiYiNan	<a href="https://www.walmart.com/seller/101631370">https://www.walmart.com/seller/101631370</a>

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131	yiqin	<a href="https://www.walmart.com/seller/101650339">https://www.walmart.com/seller/101650339</a>
132	uquid.com	uquid.com